

THIS FIRST AMENDMENT TO LEASE is made and entered into on this the ___ day of _____ 202___, by and between **JAMES R. KEMPER** (“Landlord”) and **LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT** (“Tenant”).

W I T N E S S E T H:

WHEREAS, the parties hereto entered into a Lease dated December 5, 2013 (“the Lease”), relating to certain premises known as 951 Enterprise Drive, Lexington, Kentucky;

WHEREAS, the parties hereto desire to amend the Lease on the terms set out herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Section 2 of the Lease is amended as follows:

(a) The current term of the Lease shall be extended so that it ends on December 16, 2026.

(b) The second paragraph of Section 2 is deleted and replaced with the following:

The term of the Lease may be renewed for three (3) subsequent terms of one (1) year each. Tenant may request an extension of the Lease by giving written notice to Landlord ninety (90) days prior to the expiration of the then-current term. All terms and conditions of the Lease shall remain the same except for the rent, which shall be as follows:

(i) For the period from December 17, 2026 through December 16, 2027, the rent shall be \$8,412.52 per month.

(ii) For the period from December 17, 2027 through December 16, 2028, the rent shall be \$8,580.77 per month.

(iii) For the period from December 17, 2028 through December 16,

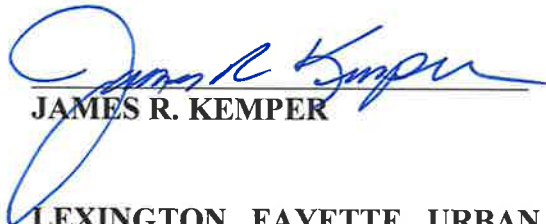
2029, the rent shall be \$8,752.38 per month.

2. Section 3 of the Lease is amended as follows:

The current monthly rent in the amount of \$7,771.87 shall continue through December 16, 2023. For the period from December 17, 2023 through December 16, 2024, the monthly rent shall be \$7,927.31. For the period from December 17, 2024 through December 16, 2025, the monthly rent shall be \$8,085.85. For the period from December 17, 2025 through December 16, 2026, the monthly rent shall be \$8,247.57.

3. There is one tenant requested modification to replace a portion of existing pavement with 6" of concrete, reimbursable as a lump sum payment due 60 days after work has been completed and invoiced for the sum of Twenty Two Thousand Five Hundred Dollars (\$22,500.00)

4. Except as amended hereby, the Lease shall remain in full force and effect.


JAMES R. KEMPER

LEXINGTON FAYETTE URBAN COUNTY
GOVERNMENT

By: _____

Its: _____

STATE OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing instrument was subscribed, sworn to, and acknowledged before me by James R. Kemper, on this the 4 day of Nov., 2022.

My commission expires: 6/26/2025 Notary ID: KYNP27918




NOTARY PUBLIC,